

## NAMING RIGHTS AGREEMENT

THIS NAMING RIGHTS AGREEMENT (“Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida (“School Board”), whose address is 919 N. Broad Street, Brooksville, Florida 34601 and CHAMBERS LAW FIRM, P.A., a Florida corporation (“CHAMBERS LAW”), whose address is 5300 Spring Hill Drive, Spring Hill, Florida 34606.

### RECITALS

WHEREAS, School Board owns and operates beach volleyball courts at Frank W. Springstead High School located at 3300 Mariner Blvd, Spring Hill, FL 34609 (the “Volleyball Courts”).

WHEREAS, CHAMBERS LAW and School Board desire to enter into an agreement whereby, in exchange for CHAMBERS LAW’s monetary contribution for the construction of Volleyball Courts and Rights Fee (as that term is defined hereinbelow), School Board shall be required to use the designation “Chambers Law Firm, P.A. Beach Volleyball Facility at Springstead High School” as the name of the Volleyball Courts and shall allow CHAMBERS LAW to place certain outdoor signs outside of and within the Volleyball Courts, all in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and consideration provided for in this Agreement, along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, School Board and CHAMBERS LAW agree as follows:

1. **Recitals.** The above recitals are incorporated herein by reference and made a material part hereof.

2. **Term.** The initial term (“Initial Term”) of this Agreement shall last for a period of three (3) years, commencing on June 1, 2026, and ending May 30, 2031. Provided CHAMBERS LAW is not in default under the terms of this Agreement, the School Board shall review the naming rights granted to CHAMBERS LAW at the end of the 5-year term. CHAMBERS LAW shall have the option to extend the Term for three (3) successive extension terms of one (1) year each. CHAMBERS LAW shall exercise such option by delivering written notification thereof to School Board at least sixty (60) days prior to the expiration of the Term. The School Board shall have the authority to renew or not to renew the Term at the time of review. Upon the School Board’s decision to renew this Naming Rights Agreement, the School Board shall extend this Agreement an additional term.

3. CHAMBERS LAW and School Board shall each have the right to terminate this Agreement by giving written notice of the intent to non-renew to the other party. Such notice of non-renewal shall be given no later than forty-five (45) days prior to the expiration of the Term.

4. **Access to Volleyball Courts.** CHAMBERS LAW acknowledges and agrees that this Agreement grants CHAMBERS LAW naming rights only and does not confer unto CHAMBERS LAW, its employees, contractors, subcontractors, their employees, or otherwise, the absolute right to access the Volleyball Courts at their choosing. The Volleyball Courts are the property of the School Board and CHAMBERS LAW shall have no right of access to or use of the Volleyball Courts, except as public and/or business invitees for legitimate School Board purposes, including attending games, meetings, or other officially sanctioned events to which CHAMBERS LAW has been expressly invited or otherwise lawfully permitted to attend.

5. **Placement and Use of Outdoor Signs.**

- a. **Signs.** During the Term (as that term is defined herein) of this Agreement, School Board agrees to permit CHAMBERS LAW to install and maintain one (1) outdoor sign, up to eight feet (8') tall by six feet (6') wide in size, outside the Volleyball Courts ("Outdoor Signs").
- b. **Locations.** The Outdoor Sign will be placed and located on a mutually agreed upon location, which location will not be in conflict with currently established permanent signage installed within the Volleyball Courts. The location for the Outdoor Sign that has been approved by School Board is depicted on Exhibits "A", "B", and "C", attached hereto and made a part hereof.
- c. **Content.**
  - i. The content displayed on the Outdoor Sign must be approved in advance by School Board, which approval shall not be unreasonably withheld, conditioned, or delayed. The parties further agree the name and signage of the Volleyball Courts shall not be changed without School Board's prior written approval.
  - ii. Subject to Board approval, a contributing commercial entity for the construction of the Volleyball Courts may be acknowledged on the signage if, as determined by the School Board in its sole discretion, the commercial entity's reputation and public conduct align with the School Board's vision, mission, and purpose. Recognition shall not be granted to commercial entities associated in any way with non-socially responsible policies including, but not limited to, the sale of tobacco, alcohol, illegal drugs, weapons, or any other products or services not appropriate for use by minors; the use of vulgar and plainly offensive, obscene, or sexually explicit language; the advocacy of the violation of law or School Board policy. Recognition shall not be granted to commercial entities associated with the advancement of any political

organization; the promotion or opposition of a candidate for elected office or a ballot measure; or association with any company or individual whose actions are otherwise in violation of law. Recognition shall also not be granted to religious organizations.

- iii. If the contributing commercial entity recognized on the signage commits or is reasonably alleged to have committed acts that violate or conflict with School Board Policy 9700.01, which may be amended from time to time, and as determined by the District naming rights committee and/or School Board, CHAMBERS LAW shall remove the commercial entity from any recognition signage promptly upon such determination, and no later than fifteen (15) days after the District's notification to CHAMBERS LAW thereof, CHAMBERS LAW shall cause the signage to be removed.
  - iv. All costs and expenses associated with (a) the removal of the commercial entity's name, logo, or other identification from any recognition signage, and (b) the design, manufacture, and installation of any replacement signage or signage components necessitated by such removal, shall be borne solely by CHAMBERS LAW.
  - v. Should CHAMBERS LAW fail to remove the signage determined to be in violation of School Board Policy 9700.01 within fifteen (15) days of the District's notification to CHAMBERS LAW, the District may elect to remove the signage, the entire cost of which shall be borne by CHAMBERS LAW. CHAMBERS LAW's reimbursement to the District shall be due within 30 days of the District's written invoice to CHAMBERS LAW. CHAMBERS LAW shall be responsible for replacement and installation of any new signage, which shall comply with the terms of this Agreement regarding installation, maintenance and removal.
- d. **Advertising and Signage.** School Board represents and warrants that the installation and maintenance of the Outdoor Sign is not prohibited by, and does not conflict with, any existing contract that School Board or Frank W. Springstead High School may have regarding advertising or signage.
- e. **Compliance and Permits.** CHAMBERS LAW represents and warrants that the Outdoor Sign shall comply with all applicable laws, regulations, ordinances, and rules. Without limiting the generality of the preceding sentence, CHAMBERS LAW, its contractors, subcontractors, and other entities with which it contracts, shall obtain all necessary permits for the Outdoor Sign with the assistance of appropriate School Board staff, and shall comply with School Board Policy 7101, "Building Permits and Code Enforcement," which may be amended from time to time. All permits and documents related to installation of the signage shall be submitted to and receive prior written approval from the District Facilities and Construction Department. All costs for permits required to be obtained through the District's Facilities and Construction Department, or from other local government jurisdictions, shall be borne by CHAMBERS LAW.

**f. Construction and Installation; Maintenance; Costs and Expenses.**

- i. All work performed by CHAMBERS LAW, its employees, contractors, subcontractors, or otherwise, in relation to installation, maintenance, repair, removal, and replacement of the signage must be performed in a good, workmanlike and lien-free manner by contractors duly licensed in Florida to perform such work, and CHAMBERS LAW covenants and agrees to comply with any and all applicable laws, ordinances, regulations and rules of governmental authorities and agencies having jurisdiction over the same, including Board Policy 7101 "Building Permits and Code Enforcement," Florida Building Code and State Requirements for Educational Facilities (SREF). All construction on Board-owned property including volunteer or service organization projects, shall be performed by State-certified or licensed general contractors and subcontractors, or locally registered subcontractors where their registration is valid, as required by State Requirements for Education Facilities 4.1(5) and shall follow approved processes as described under Florida statute.

School Board and its designees shall have the right, but not the obligation, to conduct observations during construction to ensure the work is being performed in accordance with all applicable laws and regulations. CHAMBERS LAW shall promptly repair any damage to the signage and ground upon which it is installed, or any other portion of School Board's Property, caused by or related to the signage. In the event that CHAMBERS LAW or its employees, agents or contractors cause damage to School Board property as a result of installation, maintenance, repair, and/or removal of the signage, CHAMBERS LAW agrees to promptly restore the School Board property so damaged to its original condition and grade. CHAMBERS LAW agrees to cover the cost of restoring the property to its original condition, and shall commence the work within twenty (20) days of the damage. Should CHAMBERS LAW fail to commence work, the School Board shall repair the damage and invoice CHAMBERS LAW for the cost of the work, which CHAMBERS LAW shall pay within ten (10) days of receipt.

- ii. CHAMBERS LAW shall be responsible for all of the costs and expenses for the construction and installation of the Outdoor Sign. CHAMBERS LAW shall maintain the Outdoor Sign in the condition customary for similar Hernando County Public Schools signage maintained by the School Board, at CHAMBERS LAW's sole cost and expense. CHAMBERS LAW shall, as reasonably necessary or desirable, replace the Outdoor Sign at CHAMBERS LAW's sole cost and expense. CHAMBERS LAW shall provide all required drawings, specifications, locations, materials, dimensions, mounting details, and schedules to the District Facilities and Construction Department for review and authorization before any installation is commenced. Additionally, in accordance with Board Policy 7101, "Building Permits and Code Enforcement," CHAMBERS LAW shall ensure that any and all plans, specifications or otherwise,

are prepared by a licensed design professional as required by State Requirements for Educational Facilities, and provide evidence of the same to the District Facilities and Construction Department for review and approval prior to any installation is commenced.

g. **Removal.** Upon the termination, non-renewal, or expiration of this Agreement, CHAMBERS LAW shall remove the Outdoor Sign at its sole cost and expense within ten (10) days of the expiration date. CHAMBERS LAW shall ensure that no damage to School Board property occurs as a result of the removal. Should damage to School Board property occur, CHAMBERS LAW agrees to restore the property so damaged to its original condition and grade within twenty (20) days after removal. Should CHAMBERS LAW fail to commence work, the School Board shall repair the damage and invoice CHAMBERS LAW for the cost of returning the property to its original condition and grade, which CHAMBERS LAW shall pay within ten (10) days of receipt. All removal and repair shall be performed in compliance with School Board Policy 7101 and the Florida Building Code and State Requirements for Educational Facilities (SREF).

**h. Name Change by Agreement.**

- i. Any name granted under this Agreement may be changed only upon the mutual written agreement of all parties to this Agreement, executed by duly authorized representatives and specifying the effective date of the change.
- ii. CHAMBERS LAW shall bear all costs associated with updating, replacing, and installing any signage, plaques, decals, digital displays, or other nomenclature affected by a name change, including design, fabrication, permitting, installation, and removal costs, as applicable.
- iii. CHAMBERS LAW shall comply with all requirements set forth in this Agreement regarding naming standards, design guidelines, approvals, timelines, and installation procedures.
- iv. If CHAMBERS LAW refuses or fails to comply with the terms of this Agreement, School Board reserves the right, in its sole discretion, to: (a) remove the name from facilities, materials, and communications; (b) revoke any naming rights granted under this Agreement; and (c) retain, without obligation to reimburse, any fees already paid to the School Board.

6. **Insurance.** Contractors, subcontractors, and any other persons or entities engaged to perform any work on, to, or related to the sign, including any work affecting or resulting in damage to School Board property, shall comply with the School Board and District Facility and Construction Standards and shall procure, maintain, and provide evidence of insurance as required by, and approved in writing by, the District prior to commencement of any such work and

throughout the performance thereof. Coverage shall be placed with carriers who maintain an A.M. Best rating of at least A- or better with a financial rating of VII or better and who are authorized to do business in the state of Florida. CHAMBERS LAW shall indemnify, defend, and hold harmless the School Board, its members, officers, employees, and agents, from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or related to any breach or violation of this paragraph. Contractor Insurance Requirements are attached hereto as Exhibit "D".

7. **CHAMBERS LAW Name and Logo Placement; Public Announcement**

School Board further agrees as follows:

- a. To cause CHAMBERS LAW's name and logo to be mentioned and displayed in connection with all public service announcements and media materials related to the Volleyball Courts and originated by School Board;
- b. To use its best efforts to cause CHAMBERS LAW's name and logo to appear on all printed materials that refer to the Volleyball Courts to the extent that the preparation of or purchase of such printed materials are originated by School Board;
- c. To use its best efforts to cause CHAMBERS LAW's name and logo to appear on all web-based content related to the Volleyball Courts to the extent that the preparation of such web-based content related to the Volleyball Courts are originated by School Board; and
- d. With regards to the foregoing requirements, the Parties agree to act in good faith to agree upon the exact size, location, and/or depiction of CHAMBERS LAW's name and logo to be employed by School Board.
- e. Implementation of this Agreement does not prohibit the display of other, non-competing banners within the confines of the Volleyball Courts as negotiated by School Board or Frank W. Springstead High School.

8. **Rights Fee.** In consideration for the rights granted under this Agreement for the Initial 5-Year Term, CHAMBERS LAW financially contributed a sum of TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) for the construction of the Volleyball Courts. That same shall be non-refundable. CHAMBERS LAW hereby agrees to pay School Board the following Rights Fees for each year, optioned up to three (3) years:

- a. Should the first 1-year extension option be exercised and School Board approved, the first Rights Fee payment, in the amount of FIVE THOUSAND DOLLARS AND 00/100 DOLLARS (\$5,000.00) shall be due and payable in lump sum on or before May 15, 2031.

- b. Should the second 1-year extension option be exercised and School Board approved, the second Rights Fee payment, in the amount of FIVE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 DOLLARS (\$5,500.00) shall be due and payable in lump sum on or before May 15, 2032.
- c. Should the third Agreement 1-year extension option be exercised and School Board approved, the third Rights Fee payment, in the amount of SIX THOUSAND DOLLARS AND 00/100 DOLLARS (\$6,000.00) shall be due and payable in lump sum on or before May 15, 2033.
- d. All payments due hereunder shall be remitted to: Hernando County School District– ATTENTION: Finance Department – 919 N Broad Street Brooksville, FL 34601.
- e. Per School Board Policy 9700.01, which may change from time to time, once the District is in receipt of the aforementioned Rights Fee(s), the same shall be distributed as follows: ninety percent (90%) to the school where such advertisement is located and ten percent (10%) to the District's general fund. In kind services or the value of merchandise received by a school as part of this Agreement shall not be included in the net compensation distribution.

9. **Termination.** Termination for convenience. Either party may terminate this Agreement for convenience by giving the other party sixty (60) calendar days' written notice.

10. Notwithstanding any provision of this Agreement to the contrary, in the event this Agreement expires, School Board declines to renew the Agreement, CHAMBERS LAW terminates the Agreement pursuant paragraph 9, or the School Board terminates the Agreement pursuant to paragraphs 12, 14 and/or 20, the School Board shall have no obligation to refund, rebate, credit, or otherwise return any portion of the Naming Rights Fee CHAMBERS LAW has already paid to the School District. The Parties acknowledge and agree that any amounts paid prior to expiration, non-renewal, or termination are fully earned upon receipt and shall be retained by the School District.

11. In the event School Board terminates this Agreement as provided in paragraph 9., the Rights Fee paid for applicable Term shall be prorated as of the date of termination. School Board shall refund to CHAMBERS LAW any portion of the Rights Fee paid by CHAMBERS LAW from and after the date of termination.

12. **Default by CHAMBERS LAW.** CHAMBERS LAW confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this Agreement. If it is later determined that CHAMBERS LAW knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by CHAMBERS LAW, in accordance with the procedure set forth below.

In the event that CHAMBERS LAW fails to pay any installment of the Rights Fee(s) when due, and such failure continues for a period of fifteen (15) days after School Board's written notice to CHAMBERS LAW, or in the event CHAMBERS LAW fails to comply with any obligation of CHAMBERS LAW herein contained, and such failure continues for a period of thirty (30) days after School Board's written notice to CHAMBERS LAW (provided, however, if such failure is not reasonably curable within thirty (30) days, CHAMBERS LAW shall be afforded a reasonable period of additional time to cure or remedy such failure so long as CHAMBERS LAW in good faith is attempting, at all reasonable times during such period, to cure such failure), School Board shall be entitled to exercise any or all of the following remedies:

- a. To terminate this Agreement effective on a date designated in such notice, which date may not be less than thirty (30) days after the date of such notice; and
- b. To seek an appropriate legal or equitable remedy from a court of competent jurisdiction.

13. **Default by School Board.** If School Board shall fail to comply with any of its material obligations under this Agreement, which failure shall continue for a period of thirty (30) days after written notice thereof to School Board from CHAMBERS LAW (provided, however, if such failure is not reasonably curable within thirty (30) days, School Board shall be afforded a reasonable period of additional time to cure or remedy such failure so long as School Board in good faith is attempting, at all reasonable times during such period, to cure such failure), or if School Board shall utilize as the name of the Volleyball Courts any name other than "Chambers Law Firm, P.A., Beach Facility at Springstead High School" during the Term of this Agreement and shall continue to utilize such other name for a period of fifteen (15) days after CHAMBERS LAW's written notice to School Board, CHAMBERS LAW shall have the right to any one or more of the following remedies:

- a. To terminate this Agreement effective on a date designated in such notice, which date may not be less than thirty (30) days after the date of such notice.
- b. In the event CHAMBERS LAW terminates this Agreement as provided in paragraph 13. a. hereinabove, the Rights Fee shall be prorated as of the date of the applicable default. School Board shall refund to CHAMBERS LAW any portion of the Rights Fee paid by CHAMBERS LAW which is attributable to the period from and after the date of the default.
- c. To seek an appropriate legal or equitable remedy from a court of competent jurisdiction.

14. **Morals Clause.** If CHAMBERS LAW or any of its officers, directors, or board members commits any act which, in the reasonable and good faith opinion of the other party, would disparage or impair the reputation and integrity of the School Board (including, without limitation, being convicted of any felony or a crime involving moral turpitude, ethical violations, or any other act of moral turpitude), or create a conflict of interest with the School Board, School Board shall

have the right to terminate this Agreement upon thirty (30) days written notice to CHAMBERS LAW.

**15. Indemnification.**

- a. CHAMBERS LAW shall indemnify, defend and hold harmless School Board with respect to any negligent act or omission or the willful misconduct of CHAMBERS LAW, or any of its officers, directors or agents arising from the subject matter of this Agreement.
- b. SCHOOL BOARD shall indemnify, defend and hold harmless CHAMBERS LAW with respect to any athletic complex event-related accident or injury, negligent act or omission or the willful misconduct of SCHOOL BOARD or Springstead High School, or any of its officers, directors or agents arising from the subject matter of this Agreement. Nothing contained herein shall be construed as a waiver of SCHOOL BOARD's sovereign immunity beyond the limits described in Section 768.28, Florida Statutes, as same amended from time to time.

16. The granting of the Naming Rights are limited solely to the right to have the Volleyball Courts identified by the name approved pursuant to this Agreement. CHAMBERS LAW shall have no right to influence, direct, determine, approve, veto, or otherwise control the use, operation, programming, scheduling, management, or purpose to which the Volleyball Courts are applied.

17. **Notices.** All notices, offers, consents, or other communications required or permitted to be given pursuant to this Agreement shall be in writing and addressed to the address of the intended recipients at the following addresses:

To School Board:

ATTENTION: School Board Chair  
The School Board of Hernando County, Florida  
919 North Broad Street  
Brooksville, Florida, 34601

With a copy to:

ATTENTION: Superintendent  
The School District of Hernando County, Florida  
919 North Broad Street  
Brooksville, Florida, 34601

ATTENTION: Office of General Counsel  
The School Board of Hernando County, Florida  
919 North Broad Street  
Brooksville, Florida, 34601

To CHAMBERS LAW:

Chambers Law Firm, P.A.  
5300 Spring Hill Drive  
Spring Hill, Florida 34606

18. **E-Verify**. Pursuant to section 448.095, Florida Statutes, CHAMBERS LAW shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired during the term of this Agreement. If CHAMBERS LAW enters into a contract with a subcontractor, the subcontractor must provide CHAMBERS LAW with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the CHAMBERS LAW shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, CHAMBERS LAW affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with section 448.095, Florida Statutes, and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

19. **Jessica Lunsford Act**.

- a. CHAMBERS LAW shall comply with the Jessica Lunsford Act, effective September 1, 2005, as same may be amended from time to time and with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. All persons or entities entering into agreements with the School Board who may have employees, contractors or subcontractors who will be on school grounds when students may be present, or who will have contact with students, shall comply with the Level 2 Screening requirements of the Statute and School District Standards. CHAMBERS LAW, its employees, contractors, subcontractors, their employees, or otherwise, shall only have access to the signage for purposes of installation, maintenance, removal and/or replacement outside of regular school hours and terms, and summer hours in the event that a summer program is held at Springstead High School except in the case of an emergency. CHAMBERS LAW shall coordinate with the Director of Facilities and Construction, the School District Athletics Director, and the Principal of Springstead High School regarding the installation, maintenance, removal and/or replacement of the signage.
- b. CHAMBERS LAW shall ensure that any contractors or subcontractors engaged to perform any work on the signage pursuant to this Agreement undergo Level 2 Background Screening prior to commencement of any such work, and shall not permit any individual to perform work under this AGREEMENT who has not successfully completed such screening. CHAMBERS LAW shall bear the expense of all necessary screening requirements.

- c. CHAMBERS LAW may access the property to install, maintain, remove and/or replace the signage with email notice given to the Principal of Springstead High School, the District's Athletics Director and Director of Facilities and Construction at least five (5) business days prior to the requested date of access. CHAMBERS LAW shall, at its own expense, ensure that all of CHAMBERS LAW's employees and the employees of CHAMBERS LAW's contractors and subcontractors meet the background screening requirements of Section 1012.465 Florida Statute (Jessica Lunsford Act). CHAMBERS LAW shall certify in writing that it and all of its employees, its subcontractors, and their employees who provide services under this Agreement have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the School Board in advance of CHAMBERS LAW performing work on School Board property while students are present. If CHAMBERS LAW has questions regarding the background screening, CHAMBERS LAW shall contact the District's Safe Schools Department.
- d. CHAMBERS LAW agrees that in the event CHAMBERS LAW or any employee of its contractors and subcontractors who CHAMBERS LAW has certified as completing the background check and meeting the statutory standards is then arrested for any of the disqualifying offenses, CHAMBERS LAW will notify the School Board within forty-eight (48) hours of such. CHAMBERS LAW's failure to comply with this requirement will constitute a material breach of the Agreement. CHAMBERS LAW agrees to indemnify and hold harmless the School Board, its officers, and employees from any liability in the form of physical or mental injury, death, or property damage resulting from CHAMBERS LAW's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

20. **Non-discrimination.** CHAMBERS LAW shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the hiring of its employees or solicitation, selection, hiring, or commercial treatment of contractors or subcontractors, nor shall CHAMBERS LAW retaliate against any person for reporting instances of such discrimination. CHAMBERS LAW shall provide equal opportunity for employees, contractors and subcontractors, and suppliers to participate in all of its public sector and private sector contracting and subcontracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the School Board' relevant marketplace. CHAMBERS LAW understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement.

21. **Public records compliance provisions.** Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law

for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement. To the extent CHAMBERS LAW provides School Board any information which it believes is confidential or exempt, CHAMBERS LAW shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that CHAMBERS LAW has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that CHAMBERS LAW has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), CHAMBERS LAW agrees to use reasonable measures to maintain the confidentiality of such information.

To the extent CHAMBERS LAW maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and CHAMBERS LAW will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. CHAMBERS LAW must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and
- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CHAMBERS LAW does not transfer the records to the School Board; and
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of CHAMBERS LAW or keep and maintain public records required by the School Board to perform the service. If CHAMBERS LAW transfers all public records to the School Board upon completion of the contract, CHAMBERS LAW shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CHAMBERS LAW keeps and maintains public records upon completion of the contract, CHAMBERS LAW shall meet all applicable requirements for

retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

**IF CHAMBERS LAW HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CHAMBERS LAW'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, ELLERMAN\_A@HCSB.K12.FL.US OR (352) 797-7009.**

Notwithstanding any other provisions of law or statutory interpretation, failure of CHAMBERS LAW to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the Agreement.

22. CHAMBERS LAW agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(14), Florida Statutes.

23. **Miscellaneous.**

- a. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Facsimile or electronically transmitted copies of this Agreement and the signatures thereon shall have the same force and effect as if the same were original documents. Facsimile or electronically transmitted signatures are acceptable and shall be deemed to be original signatures.
- b. **Entire Agreement.** This writing constitutes the entire agreement between the Parties and supersedes and merges all prior oral or written agreements, representations, statements, proposals, and undertakings between the Parties regarding the subject matter hereof. No covenants, agreements, terms, provisions, undertakings, statements, representations, or warranties, whether written or oral, made or executed by any Party hereto or any employee or agent thereof, shall be binding upon any Party hereto unless specifically set forth in this Agreement. The exhibits attached hereto and referred to herein are by such attachment and reference made a part of this Agreement for all purposes.
- c. **Amendments and Modifications.** This Agreement or any provision hereof may be amended or waived only by written agreement signed by both Parties.
- d. **Waiver.** No failure or delay by a Party in exercising any right, power, or privilege hereunder

shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

- e. **Relationship of the Parties.** Nothing contained herein shall be construed to imply a partnership, joint venture, principal, and agent or employer and employee relationship between the Parties.
- f. **Third Party Claims.** No provision in this Agreement shall provide to any person not a party to this Agreement any remedy, claim, or cause of action, or create any third-party beneficiary rights against either Party.
- g. **Severability.** In the event that any one or more of the provisions in this Agreement shall for any reason be held to have no force and effect, this Agreement shall, if possible, be interpreted in a manner so as to effectuate the intention of the Parties.
- h. **Construction of Agreement.** This Agreement is the subject of negotiation between the Parties and should not be interpreted more favorably toward one Party over the other.
- i. **Headings.** The paragraph headings herein contained are inserted for convenience of reference only and shall not be deemed to be a part of this Agreement; the paragraph headings shall be ignored in construing and interpreting this Agreement.
- j. **Context.** Whenever used herein, the singular number includes the plural, the plural the singular, and the use of any gender includes all genders.
- k. **Reasonableness.** Wherever either party to this Agreement is required to approve or consent to or be satisfied as to any matter, such party agrees that such approval, consent or satisfaction shall not unreasonably be withheld or delayed.
- l. **Survival.** Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive.
- m. **Assignment.** Neither Party may assign this Agreement without the prior written consent and approval of the other Party.
- n. **Force Majeure.** No Party shall be responsible for failure or delay in performance hereunder if such delay or failure in performance is caused by conditions beyond such Party's reasonable control, including without limitation fire, flood, riot, strikes, labor disputes, acts of God or of the public enemy, war or civil disturbances, or any future laws, rules, regulations, or acts of any government (including any orders, rules, or regulations issued by any official or agency of such government).

- o. **Disputes.** All disputes related to this Agreement shall in the first instance be referred to the appropriate executives of each Party for resolution.
- p. **Attorneys' Fees.** In connection with any litigation, including appellate proceedings, arising out of or under this Agreement, the prevailing Party in such litigation shall be entitled to recover such Party's out-of-pocket costs and reasonable attorneys' fees.
- q. **Governing Law and Venue.** This Agreement and the interpretation and enforcement thereof shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be brought in the Fifth Judicial Circuit Hernando County, Florida.

*[The balance of this page is intentionally left blank.]*  
*[Signatures to Follow.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**THE SCHOOL BOARD OF HERNANDO COUNTY**, a public corporate body existing under the Constitution and the laws of Florida

By: \_\_\_\_\_  
Kayce Hawkins, Chair

Date: \_\_\_\_\_, 2026

STATE OF FLORIDA     )  
  )  
COUNTY OF HERNANDO )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2026, by **Kayce Hawkins**, as Chair of The SCHOOL BOARD of Hernando County, Florida, a public corporate body existing under the Constitution and laws of the State of Florida, on behalf of The SCHOOL BOARD. She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print or Type Name  
Serial Number:  
My Commission Expires:

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**ATTEST:**

**THE SCHOOL BOARD OF HERNANDO COUNTY**, a public corporate body existing under the Constitution and the laws of Florida

By: \_\_\_\_\_  
Ray Pinder, as Superintendent

Date: \_\_\_\_\_, 2026

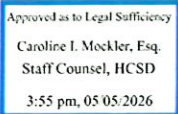
STATE OF FLORIDA       )  
  )  
COUNTY OF HERNANDO )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2026, by **Ray Pinder**, as Superintendent of The SCHOOL BOARD of Hernando County, Florida, a public corporate body existing under the Constitution and laws of the State of Florida, on behalf of The SCHOOL BOARD. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print or Type Name  
Serial Number:  
My Commission Expires:



“CHAMBERS LAW”

CHAMBERS LAW FIRM, P.A., a  
A Florida Profit Corporation

P. Faub  
Print Name: Patricia Faub  
Melissa Russell  
Print Name: Melissa Russell

By: [Signature]  
Name: Christopher S. Chambers  
Title: owner/President

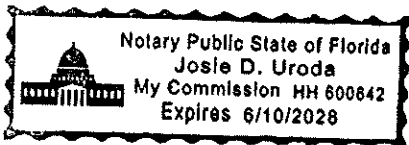
STATE OF FLORIDA     )  
  )  
COUNTY OF HERNANDO )

The foregoing instrument was acknowledged before me this 1 day of June, 2026, by **Christopher Chambers** as President of the Chambers Law Firm, P.A., a Florida Profit Corporation on behalf of the organization. He is personally known to me or has produced            (type of identification) as identification.

(Notary Seal)

[Signature]  
Notary Public

Josie D. Uroda



Print or Type Name  
Serial Number: HH 600642  
My Commission Expires: 6/10/2028